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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 20-13901-pmm

Robert Koch Eby, III Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-4 User: admin Page 1 of 2
Date Rcvd: Jul 26, 2021 Form ID: pdf900 Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 28, 2021:

Recipi ID Recipient Name and Address

db + Robert Koch Eby, III, 10 Woodcrest Drive, Conestoga, PA 17516-9706

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID smg	Notice Type: Email Address Email/Text: RVSVCBICNOTICE1@state.pa.us	Date/Time	Recipient Name and Address
		Jul 26 2021 23:31:00	Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946
cr	+ Email/PDF: gecsedi@recoverycorp.com	Jul 26 2021 23:34:05	Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 2

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 28, 2021 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 26, 2021 at the address(es) listed below:

Name Email Address

PAUL DONALD MURPHY-AHLES

on behalf of Debtor Robert Koch Eby III pmurphy@dplglaw.com, kgreene@dplglaw.com

REBECCA ANN SOLARZ

on behalf of Creditor PENNYMAC LOAN SERVICES LLC bkgroup@kmllawgroup.com

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District/off: 0313-4 User: admin Page 2 of 2 Total Noticed: 3 Date Rcvd: Jul 26, 2021 Form ID: pdf900

SCOTT F. WATERMAN (Chapter 13) ECFMail@ReadingCh13.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 4

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Robert Koch Eby III		CHAPTER 13	
Det	otor		
PENNYMAC LOAN SERVICES, L	LC		
Mo	<u>vant</u>	NO. 20-13901 PMM	
VS.			
Robert Koch Eby III			
Det	otor	11 U.S.C. Section 362	
Scott F. Waterman, Esquire			
-	stee		

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$7,129.20, which breaks down as follows;

Post-Petition Payments: April 2021 to July 2021 at \$1,472.80/month

Fees & Costs Relating to Motion: \$1,238.00 **Total Post-Petition Arrears** \$7,129.20

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on August 1, 2021 and continuing through January 1, 2022, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,472.80 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$1,188.20 towards the arrearages on or before the last day of each month at the address below;

PennyMac Loan Services, LLC P.O. Box 2410 Moorpark, CA 93020

- b). Maintenance of current monthly mortgage payments to the Movant thereafter.
- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

- 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Attorney for Debtor

Date:	By: <u>/s/ Rebecca A. Solarz, Esquire</u> Attorney for Movant
	1121
Date:	Pau Bonald Murphy-Ahles, Esquire

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Scott F. Waterman, Esquire

Patricia M. Mayer

Approved by the Court this 26th day of July discretion regarding entry of any further order.

2021. However, the court retains

Bankruptcy Judge Patricia M. Mayer

Chapter 13 Trustee